

MEMORANDUM

GOE

AGENDA ITEM NO. 2 (B)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D.
and Members Board of County Commissioners

DATE: September 16, 2003

FROM: George M. Burgess
County Manager



SUBJECT: Resolution ratifying the
County Manager's action
in executing a Contract
between University of Florida
TREEO Center and Miami-
Dade County

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached resolution, which ratifies the County Manager's action in executing a contract between the University of Florida (UF) Center for Training, Research, and Education for Environmental Occupations (TREEO) and Miami-Dade County, for professional services associated with the DERM 10th Annual Environmental Essentials Workshop. The Workshop is being held on October 15th, 2003, and UF TREEO will receive a portion of the fees charged to attendees and exhibitors of the environmental workshop in exchange for promoting the event and providing full registration services. Approximately 175 persons are expected to be in attendance, resulting in the collection of roughly \$15,000 in registration fees, of which UF TREEO will be paid approximately \$5,000.00. The remainder of the registration fees will be used to pay the costs of additional promotion of the event, facility and catering fees, and audio-visual equipment rental fees.

It was necessary to execute the contract before formal Board approval in order to enable the conference to take place on the scheduled date of October 15th, 2003. Department of Environmental Resources Management staff did not receive the contract until July 3rd, 2003 and it was necessary to execute the Contract as soon as possible in order to begin promotion of the event and registration as soon as possible. Early promotion and registration for this event is necessary in order to achieve adequate attendance, and usually begins approximately 2-3 months prior to the Event.

BACKGROUND

This is an annual conference that provides pollution prevention and environmental regulatory information to businesses, industrial facilities, and municipal operations in Southeast Florida. This is the tenth year of this event, which has experienced high attendance and consistent praise from the audience for the past several years. This event normally occurs in the Spring, but due to reduced staff resources and conflicts with other events, it was postponed until October. UF

TREEO has provided professional services for this event since 1998. The services covered under this Contract include promotion of the event on the UF TREEO Website, and full registration services for attendees, exhibitors, sponsors, staff and speakers (see attached Contract for details). The fees are as follows:

	Amount Collected	UF/TREEO Portion
Advanced registration	\$ 85	\$ 30
On-site registration	105	40
Students with lunch	35	10
Exhibitors	450	100
Sponsors	Varies	-0-

The Department of Environmental Resources Management has reviewed this contract and accompanying resolution and recommends approval.


Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: October 7, 2003

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 16(A)(27)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 16(A)(27)
10-7-03

RESOLUTION NO. _____

RESOLUTION RATIFYING THE COUNTY
MANAGER'S ACTION IN EXECUTING A
CONTRACT BETWEEN MIAMI-DADE
COUNTY AND THE UNIVERSITY OF
FLORIDA CENTER FOR TRAINING,
RESEARCH, AND EDUCATION FOR
ENVIRONMENTAL OCCUPATIONS (TREEO)
FOR PROFESSIONAL SERVICES IN
ASSOCIATION WITH A DERM
ENVIRONMENTAL WORKSHOP

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, at the County Commission meeting of July 10, 2003 this Board adopted Resolution No. R-805-03 which authorized the County Manager to administer County business during the period of July 25, 2003 and conclude August 22, 2003 [Agenda Item No. 11(A)(1)]; such actions(s) taken to be in accordance with the policies and procedures established by the Board of County Commissioners and be submitted to the Board for ratification at the County Commission meeting of October 7, 2003,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the County Manager's action of executing a Contract between the University of Florida Center for Training, Research, and Education for Environmental Occupations (UF TREEO) and Miami-Dade County for professional services in association with the DERM 10th Annual Environmental Essentials Workshop, in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner _____, who
moved its adoption. The motion was seconded by Commissioner _____
and upon being put to a vote, the vote was as follows:


Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrian D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day
of October, 2003. This resolution shall become effective ten (10) days after the date of its
adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an
override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency: 

Peter S. Tell

S

DERM/UF TREEO CONTRACT

Contract between
The University Of Florida
Center for Training, Research and Education
for Environmental Occupations
and
Miami-Dade County

10th Annual Environmental Essentials Workshop
July 1, 2003

I. Effective Date. This agreement is effective as of the ____ day of July, 2003 for and on behalf of the Florida Board of Education, for the benefit of the Center for Training, Research and Education for Environmental Occupations hereinafter called the UF/TREEO

Name: University of Florida TREEO Center
Contact: Carol Hinton
Address: TREEO Center
3900 SW 63rd Blvd.
Gainesville, Florida 32608-3848
Phone: (352) 392-9570 ext.109

and Miami-Dade County, hereinafter known as Miami-Dade County

Name: Miami-Dade County
C/O: Department of Environmental Resources Management
Contact: Nichole L. Hefty
Address: 33 SW 2nd Ave., Suite 1200
Miami, Florida 33130-1540
Phone: (305) 372-6825

II. Provision of Services by UF/TREEO

UF/TREEO agrees to provide the following professional services to Miami-Dade County for the workshop to be held in October 15, 2003, in Miami-Dade County, Florida.

1. Registration Services
 - a. Set up Environmental Essentials registration page on UF/TREEO website
 - b. Provide on-line registration with secure server
 - c. Receive and process all registrations and fees from conference attendees, exhibitors and sponsors
 - d. Register all speakers, email confirmation letters
 - e. Provide on-site registration, check-in of attendees and hand out any conference materials provided by Miami-Dade County
 - f. Print name tags for speakers, attendees, exhibitors, sponsors and staff
 - g. Email reminder letters to participants that provide email addresses
 - h. Collect speaker bios and audio/visual needs by developing an on-line data form
2. Database Services
 - a. Maintain database of registrants, provide weekly electronic registration updates

- b. Forward to Miami-Dade County an electronic copy of the final attendee list
 3. Marketing
 - a. Promote conference on UF/TREEO web page and calendar
 - b. Provide Miami-Dade County with names and addresses of past Miami area UF/TREEO attendees

III. Provision of Services by Miami-Dade County

Miami-Dade County shall provide the following services for the workshop:

1. Provide four staff persons to assist with registration (one person should be fluent in Spanish)
2. Provide UF/TREEO with blank nametags, preprinted with conference logo
3. Provide UF/TREEO with speaker, sponsor, and exhibitor list

IV. Registration Fees.

The registration fees to be collected for the workshop and the amount to be retained by UF/TREEO as compensation for the services described herein are as follows:

	Amount Collected	UF/TREEO Portion
Advanced registration	\$85	\$30
On-site registration	105	40
Students with lunch	35	10 (up to 15 @ this price)
Exhibitors	450	100
Sponsors	Varies	-0-

15 – 20 DERM Employees attend free

V. Administration of Participant Fee Income

UF/TREEO will collect and disburse funds under the appropriate statutes of the State of Florida and the Rules and Regulations of the University of Florida and the State University System Board of Regents. These funds include fees paid for participants, exhibitors, and sponsors to attend or sponsor the conference. UF/TREEO will deduct an UF overhead charge of 7.5 % from the total revenue collected. After all outstanding account receivables have been collected and the UF overhead is deducted UF/TREEO will return the excess revenue from the conference to Miami-Dade County c/o the Department of Environmental Resources Management.

VI. Limited Responsibility

UF/TREEO assumes the responsibility for only the services listed in this agreement. All other tasks, obligations and responsibilities for the conference are the responsibility of Miami-Dade County .

VII. Additional UF/TREEO Services

In addition to the services listed above, UF/TREEO agrees to provide incidental services which are necessary to the successful and satisfactory execution of the conference provided such services can be undertaken without undue expenditure of funds and with available personnel.

UF/TREEO recognizes that Miami-Dade County has the primary responsibility for the quality of the conference and pledges maximum cooperation with Miami-Dade County and its personnel in an effort to make this conference reflect positively on Miami-Dade County and The University of Florida.

VIII. Additional Responsibilities of Miami-Dade County

It is the responsibility of the Miami-Dade County to make the final decisions on the content of the conference, appropriateness of speakers and conference scope. The Miami-Dade County is also responsible for the preparation of content for any publications that are produced under the terms of the contract. It is also the responsibility of the Miami-Dade County to make all decisions in a timely manner in order that UF/TREEO may proceed with execution of the decisions in an equally timely manner.

IX. Governing Law.

This Agreement shall in all respects be governed by the laws of the State of Florida. The parties agree that any dispute relating to the terms of this Agreement shall be subjected to the jurisdiction of the courts of the State of Florida.

X. Cancellation.

In the event the conference is cancelled, UF/TREEO shall be paid the sum of \$ 0 for its services rendered through the date of cancellation.

XI. Liability

UF/TREEO assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of UF/TREEO and the officers, employees, servants, and agents thereof while acting within the scope of their employment by UF/TREEO. Miami-Dade County assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of Miami-Dade's officers, employees, servants, and agents while acting within the scope of their employment by Miami-Dade County. UF/TREEO, as a state agency, warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UF/TREEO. UF/TREEO and Miami-Dade County further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of either party beyond the waiver provided in Section 768.28, Florida Statutes.

XII. Joint Venture.

Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties.

XIII. Severability.

This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.

XIV. Complete Terms.

The terms set forth in this Agreement constitute all the terms and conditions agreed upon by the parties and no other terms or conditions in the future shall be valid and binding on any party unless reduced to writing and executed by all parties.

UF/TREEO

Miami-Dade County

By: _____

By: _____

Its: _____

Its: _____